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September 25, 2000

Colleen E. Michuda
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Mr. Michael McAteer
U.S. EPA – Region 5
77 West Jackson Blvd. (SR-6J)
Chicago, IL 60604-3590

Re: Sauget Area 1 – Cerro Copper & Terminal Railroad Access Agreements

Dear Mike:

Per Mike Light's request, I am forwarding to you copies of Solutia's access agreements with Cerro Copper and the Terminal Railroad Association. Solutia has two access agreements with Cerro Copper – one for the Area 1 sampling activities (plus a letter from Cerro extending the timeframe for access), and one for the soil and sediment removal work. Solutia has one access agreement (plus an addendum extending the term of Solutia's right of access) with Terminal Railroad for the culvert replacement work.

If you have any questions regarding these agreements, or if you need additional information, do not hesitate to call.

Very truly yours,

Thompson Coburn LLP

By 
Colleen E. Michuda

CEM/gao

Enclosures

cc: Mr. D. Michael Light



CERRO COPPER PRODUCTS CO.

P.O. Box 66800
St. Louis, MO 63166-6800
618/337-6000

Faxed October 1, 1999

Mr. D. Michael Light
Manager of Remedial Projects
Solutia, Inc. 6S
P.O. Box 66760
St. Louis, Missouri 63166-6760

Re: Sauget Area I Sites Remedial Investigation

Dear Mike:

Per our discussion, Thursday, September 30, 1999, Cerro Copper Products Co. has agreed to allow Solutia and its contractors access to Cerro's property starting at 7:00 a.m. The agreement originally called for a starting time of 8:00 a.m.

Additionally, Cerro has agreed to allow access after 5:00 p.m. on a case by case basis. Cerro agreement is conditioned on Cerro receiving 24 hour prior notice that work the next day will require extending past 5:00 p.m. to complete and that the contractor begins site work by 9:00 a.m. on the day the extension is needed.

If you have any questions, do not hesitate call my office.

Very truly yours,

Joseph M. Grana
Manager of Environmental, Energy
And Health Services Group

cc: Joe D. Burroughs
Richard Ricci (Lowenstein Sandler)



A member of The Marmion Group of companies



ACCESS AGREEMENT

This Agreement is made as of the 18th day of June, 1999, between Cerro Copper ("Cerro"), a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Cerro is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Cerro hereby grants to Solutia a revocable license to enter upon real property owned by Cerro located in Sauget, Illinois, parcel numbers 01-26.0-400-3 (Creek Sector A); 01-26.0-401-014 & -015; 01-26.0-401-014 & 015 (Site G); 01-26.0-402-012 & -016 (Site I), and the Cerro Plant located at 3000 Mississippi Avenue ("the Property") for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Planned sample locations on the Property will be given to Cerro in advance of the actual sampling activity. In the event the sample locations will cause disruption of Cerro's use of the property, Solutia Personnel and Cerro will work to establish mutually agreeable locations.

4. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said

property will be restored as nearly as possible to its original state and condition. Solutia will use its best efforts to not interfere with Cerro's use and enjoyment of the Property. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

5. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to the Property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

6. Solutia will give Cerro reasonable advanced notice of not less than three business days in advance of the day the sampling activity will occur. Cerro will be given the opportunity to obtain splits of any samples collected at the Property. Solutia will provide results of sampling it undertakes on the Property to Cerro and copies of reports that refer to those samples. Sampling will only occur during non-holiday week days, during normal business hours of 8 a.m. to 5 p.m. unless Cerro and Solutia agree otherwise.

7. Cerro shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Cerro has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein. Solutia acknowledges that the U.S. EPA has alleged that Sites G and I are former landfills and that drilling or sampling in those areas may present potential hazards.

8. Solutia and/or its contractor engaged to undertake the sampling will certify to Cerro prior to beginning sampling activities at the Property that they have received a copy of and read the Cerro Safety & Health Guidelines and cover memo (attached hereto as Attachment 1).

9. Solutia's contractor engaged to undertake the sampling will have insurance of not less than the following amounts:

Workers' Compensation Statutory

Employer's Liability \$500,000 each accident

Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) - \$1,000,000 each occurrence, combined single limit

Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) combined single limit of \$1,000,000 per occurrence.

10. Upon request by Cerro, and at Cerro's expense, Solutia will give copies of the following to Cerro: The Administrative Order on Consent for the Sauget Sites Area 1 signed by Solutia and U.S.EPA in January, 1999 ("AOC") and any work plans, sampling plans, quality assurance/quality control plans and health and safety plans drafted by Solutia which are approved by U.S. EPA and apply to the work performed under the AOC.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: 

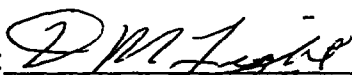
NAME: Joseph M. Grana

ADDRESS: Cerro Copper Products Co.
3000 Mississippi Ave., Sauget, IL 62201

PARCEL NUMBER(S): As listed in

Paragraph 1 of this agreement

SOLUTIA, INC.

BY: 
TITLE: Mgt. Remedial Project
7-26-85

ACCESS AGREEMENT

This Agreement is made as of the 14 day of August, 2000, between Cerro Copper ("Cerro"), a land owner in St. Clair County, Illinois, and Solutia Inc. ("Solutia"), whose principal offices are located at 575 Maryville Centre Drive, St. Louis, Missouri 63141.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain soil and sediment removal work, as well as certain post-removal sampling activities; and

WHEREAS, Cerro is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Cerro hereby grants to Solutia a revocable license to enter upon real property owned by Cerro located in Sauget, Illinois, parcel numbers 01-26.0-401-014 and 015 (Site G) (the "Property"), for the purpose of performing soil and sediment removal work, as well as post-removal sampling activities.

2. Said access shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Locations for the soil and sediment removal work and the post-removal sampling activities shall be given to Cerro in advance of the work. In the event these locations will cause disruption of Cerro's use of the Property, Solutia Personnel and Cerro will work to establish mutually agreeable locations.

4. Solutia agrees that upon completion of the soil and sediment removal work and post-removal sampling activities, all material and equipment shall be removed from the Property, and said Property will be restored as nearly as possible to its original state and condition. Solutia will use its best efforts to not interfere with Cerro's use and enjoyment of the Property. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all area of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

5. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages,

demands and claims in connection with or arising out of any injury or damage to the Property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described Property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorneys' fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the Property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described Property and thereby results in damage to the Property that would not have otherwise occurred.

6. Solutia will give Cerro reasonable advance notice of not less than three business days prior to Solutia's first entry on the Property. If post-removal sampling activities are required on the Property, Cerro will be given the opportunity to obtain splits of any samples collected at the Property. Upon request, and at Cerro's expense, Solutia shall provide the final sampling results (if any), and copies of final reports that refer to those sampling results (if any), of sampling activities on the Property conducted in accordance with this agreement.

7. Cerro shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Cerro has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein. Solutia acknowledges that the U.S. EPA has alleged that Site G is a former landfill and that removal work or sampling activities in that area may present potential hazards.

8. Solutia and/or its contractor engaged to undertake the soil and sediment removal work will certify to Cerro prior to beginning the removal work that they have received a copy of and read the Cerro Safety & Health Guidelines and cover memo (attached hereto as Attachment 1).

9. Solutia's contractor engaged to undertake the removal work will have insurance of not less than the following amounts:

Workers' Compensation – Statutory

Employer's Liability – \$500,000 each accident

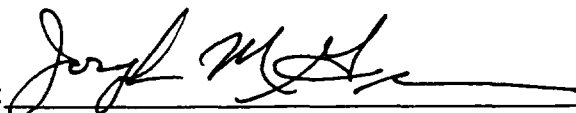
Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) – \$1,000,000 each occurrence, combined single limit



Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) – combined single limit of \$1,000,000 per occurrence.

10. Upon request by Cerro, and at Cerro's expense, Solutia will give copies of the following to Cerro: the Unilateral Administrative Order ("UAO") for the soil and sediment

removal work, signed by Solutia and U.S. EPA in May, 2000, and any work plans, sampling plan, quality assurance/quality control plans and health and safety plans drafted by Solutia which are approved by U.S. EPA and apply to the work performed under the UAO.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: 
NAME: Joseph M. Grana
ADDRESS: Cerro Copper Products, Co.
P.O. Box 66800, St. Louis, Missouri 63166-6800
PARCEL NUMBER(S): 01-26.0-401-014
01-26.0-401-015


SOLUTIA INC.
BY: 
TITLE: Vice President, Operations Excellence



CERRO COPPER PRODUCTS CO.

P.O. Box 66800

St. Louis, MO 63166-6800

618/337-6000

October 14, 1996

Independent Construction & Industrial Maintenance Contractors

Subject: **Safety & Health Guidelines & Certification**

Enclosed you will find Cerro Copper Products Co. Independent Construction & Industrial Maintenance Contractors Safety & Health Guidelines and a related Certification form. The requirements being put forth in this letter will become effective January 1, 1997.

It is Cerro Copper Products Co. firm belief that accident prevention efforts by all independent construction and industrial maintenance contractors and their subcontractors working on Cerro's property will reduce the potential for injury producing accidents to contractors and contractor employees and will also result in fewer unexpected costs, greater efficiency, and project completion on time and within specifications.

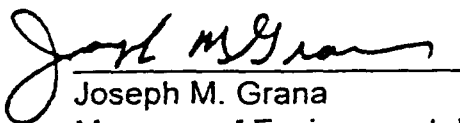
We expect all independent construction and industrial maintenance contractors to conduct their work activities in a safe and healthful manner. **THE CONTRACTOR AND ITS SUBCONTRACTORS ARE RESPONSIBLE FOR THE SAFETY AND HEALTH OF THEIR EMPLOYEES WORKING ON CERRO PROPERTY. A CONTRACTOR MUST BE RESPONSIBLE FOR ENFORCEMENT OF AND COMPLIANCE WITH CERRO'S SAFETY GUIDELINES AS WELL AS FEDERAL, ILLINOIS, AND LOCAL SAFETY AND HEALTH LAWS, REGULATIONS AND ORDINANCES. FAILURE TO FOLLOW THESE GUIDELINES MAY RESULT IN THE TERMINATION OF THE CONTRACT.**

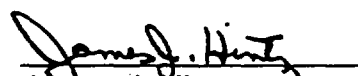
Cerro is also placing into effect a requirement that independent construction and industrial maintenance contractors must have a Substance Abuse Program which includes drug testing.

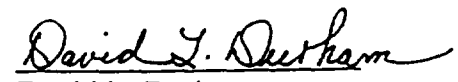
To assure Cerro that contractors have received, read and understood our Safety & Health Guidelines, provided or will provide the appropriate training to their employees and have a Substance Abuse Program with drug testing, Cerro is requiring that contractors certify such prior to being allowed to perform contract work on Cerro property. Cerro will maintain the certification in the contractors files. You may submit the certification now to Cerro's Purchasing Department at the above address to insure that it is already on file prior to the performance of any work. Work will not be allowed to begin until certification is received.

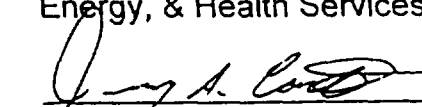
These requirements also pertain to any subcontractors hired by your firm to perform work at Cerro. Cerro encourages you to notify any subcontractors that you normally use and provide them with a copy of our Guidelines and Certification.

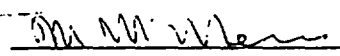
If you should have any questions, please do not hesitate to phone one of the undersigned at 618/337-6000.


Joseph M. Grana
Manager of Environmental
Energy, & Health Services


James J. Hintz
Manager Engineering


David L. Durham
Purchasing Agent


Jerry A. Carter
Safety Director


Michael McNerney
Maintenance Manager



CERRO COPPER PRODUCTS CO.

INDEPENDENT CONSTRUCTION & INDUSTRIAL MAINTENANCE CONTRACTOR SAFETY & HEALTH GUIDELINES

1. Introduction

It is Cerro Copper Products Co. (Cerro) firm belief that accident prevention efforts by all independent construction and industrial maintenance contractors and their subcontractors (contractors) working on Cerro's property will reduce the potential for injury producing accidents to contractors and contractor employees and will also result in fewer unexpected costs, greater efficiency, and project completion on time and within specifications.

We expect all independent construction and industrial maintenance contractors to conduct their work activities in a safe and healthful manner. The safety and health of all persons working on Cerro property is a prime concern of Cerro. **THE CONTRACTOR AND ITS SUBCONTRACTORS ARE RESPONSIBLE FOR THE SAFETY AND HEALTH OF THEIR EMPLOYEES WORKING ON CERRO PROPERTY. A CONTRACTOR MUST BE RESPONSIBLE FOR ENFORCEMENT OF AND COMPLIANCE WITH CERRO'S SAFETY GUIDELINES AS WELL AS FEDERAL, ILLINOIS, AND LOCAL SAFETY AND HEALTH LAWS, REGULATIONS AND ORDINANCES. FAILURE TO FOLLOW THESE GUIDELINES MAY RESULT IN THE TERMINATION OF THE CONTRACT.**

2. Contractors' Responsibilities

a. Contractors and their Subcontractors performing work on Cerro premises are required to follow Cerro's General Plant and Safety rules and will be responsible for conducting their work in a safe manner.

b. Contractors will be responsible for protecting the health and safety of their employees.

c. Each contractor and/or subcontractor will have a competent, responsible supervisor in charge at all hours during which their workers are present on the site. The contractor and/or subcontractor will provide appropriate personal safety equipment for their employees and will insure that it is being used. This equipment includes, but is not limited to, hardhats, industrial strength safety glasses, safety shoes where designated, hearing protection. Failure to use the appropriate personal safety equipment will result in that person being removed from the site. Cerro will not provide any personal safety equipment or environmental testing equipment required for the job.

d. Contractors will abide by all Cerro, OSHA, Federal, Illinois and local government codes, standards and regulations. Where there is duplication, the most stringent code, standard and/or regulation will apply. **Where applicable, Construction Contractors are required to be in compliance and follow the OSHA Regulations found in 29CFR Part 1926 and Industrial Maintenance Contractors are required to be in compliance and follow the OSHA Regulations found in 29CFR Parts 1910.**

e. Before the actual start of the work the contractor will conduct a safety meeting attended by all the personnel involved in the job. The contractor will inform his workers of the safety rules and regulations applicable to the work to be performed. The contractor will also inform his workers of any special conditions and/or considerations that specifically apply to the job to be performed. A roster signed by the workers present at the meeting will be maintained with the job records and a copy will be furnished to the Cerro representative upon request. As workers are added to the project work force, they will receive the same orientation as those workers who were present at the beginning of the project. These workers will sign a roster as they are added, this roster will be maintained with the job records. Besides the pre-work safety meeting, periodic "toolbox" safety meetings are encouraged.

f. The contractor is expected to furnish all equipment, materials, tools and personal protective equipment required to perform their work in a safe, healthful and efficient manner.

3. Controlled Substances and Alcohol

a. Alcohol and controlled substances are not permitted on Cerro property. Any contractor employee determined to have in his/hers possession or believed to be under the influence of either alcohol or controlled substances, other than a properly authorized medical prescription to that employee from a physician, will be removed from Cerro property immediately and will not be permitted to return.

b. Cerro requires each contractor to have a Substance Abuse Program that must include a drug testing program. Cerro will require proof of a Substance Abuse Program and employee testing before awarding a contract.

4. General Information

a. **Parking** - Contractors' personnel will park in the areas designated by the Cerro Security Department. Parking in areas other than those designated will result in the vehicle being towed at the owners expense.

b. **Plant Access** - Access to the plant will be through the security entrance unless otherwise designated by Cerro. A "Sign In Log" for each contractor will be maintained by Cerro's Security Department. Upon entering the plant all contractors' personnel will sign the Sign In Log noting the approximate time. When leaving the plant, for any reason, all contractors' personnel will sign out noting the time of departure along with their initials in the space provided on the Sign In Log. All personnel exiting the plant will walk through the metal detector at the plant entrance. Any container, lunch box, etc. carried into the plant will be subject to search when leaving the plant. A Property Pass issued by the Cerro representative must accompany any personal tools, equipment or other items removed from the plant.

c. **Cameras** - Cameras (still, movie and video) are not permitted on the site unless authorized in writing by Cerro. All authorized photographs, motion pictures and/or videos taken and any other information obtained as part of the contractors' work must be cleared by Cerro before the release to any third party.

d. **Discipline** - Cerro reserves the right to remove from or restrict access to Cerro property, any employee, either the contractor's or Cerro's, determined to have violated Cerro rules. Horseplay, of any type, will not be tolerated.

e. **Eating Facilities** - Contractor's employees are authorized to use the Cerro Cafeteria and vending areas. If for any reason this privilege is abused, it will be withdrawn upon notification to the contractor.

d. **Toilet Facilities** - Contractor's employees may use Cerro's toilet facilities. If for any reason this privilege is abused, it will be withdrawn upon notification to the contractor.

e. **Dress Code** - Cerro expects all contractor employees to maintain a proper image regarding their personal clothing and grooming. Proper work clothing will be worn always. Long trousers and shirts are always required.

f. **Telephone** - Contractor's employees will not be permitted to use Cerro telephones, except in emergencies. Pay telephones located on the north side of the cafeteria are available for the contractor's personnel.

g. **Weapons** - All weapons, including firearms, knives (other than a pen knife) and explosives are

prohibited on Cerro property. Any person determined to have in his possession any weapon will be immediately removed from Cerro property and will be prohibited from returning.

h. Vehicle Traffic - Any contractor vehicle authorized to be within Plant boundaries will obey all Cerro traffic rules. Equipment is not to be used to transport employees.

i. Project Boundaries - Contractors and their personnel will confine their work and activities to those areas as described in the project scope and documents. Access to other areas in the plant is restricted.

j. Housekeeping - Contractors will maintain good housekeeping standards always at their job site. Work areas must be maintained clean and orderly, with any cords and hoses routed across work areas so they will not present a tripping hazard. Any debris will be cleaned up at the end of each shift. Tools and equipment will be stored in a stable position to prevent rolling or falling. The Cerro representative will designate an area for the storage of tools and equipment, on the job site, to prevent interference with on going production activities. Access routes to and from the work area must be maintained clear and free of any obstructions always. Access to exit doors, emergency equipment, electrical disconnect switches, breaker panels, etc., must not be blocked.

k. Waste Disposal - Contractor's must arrange for off-site disposal of all waste material created during the execution of the contract. Burning of materials on the site will not be allowed. Use of Cerro dumpsters for disposal is not permitted. Use of the Cerro sewer system for the disposal of any materials will not be permitted.

l. Temporary Utilities - Potable water, electric and compressed air will be made available by Cerro. The contractor will furnish his own apparatus such as hoses, connections, extension cords, etc. and will be responsible for their maintenance in proper working order. Any necessary, temporary construction lighting will be the contractor's responsibility and will be removed at the completion of the job. The contractor will be responsible for furnishing any temporary heat required for their employees. Open burn barrels will not be allowed. The contractor will also supply fuels for equipment.

5. Emergency Procedures

a. Fires - All fires will be reported immediately to the Security Department at Station 350/355. The following information will be provided:

- Your name and your employer's name
- Your location
- The extension number from which you are calling
- The extent of the fire

b. Medical During normal working hours Cerro maintains a Dispensary staffed by a licenced nurse, during off shifts the Dispensary is staffed by personnel trained in First Aid. The use of the dispensary by contractors is for emergency treatment of injuries only. If an injury or medical problem seems severe enough that the person should not be moved, assistance may be obtained by calling Station 210 or 350. The following information will be provided:

- Your name and your employer's name
- Your location
- The extension number from which you are calling
- The nature of the emergency or injury

c. Evacuation - Should an event occur that makes it was necessary to evacuate the building or area in which you are working, an announcement will be made over the Public Address System. It will be necessary for the contractor's personnel to follow the direction of Cerro personnel to go to a safe area away

from the emergency that required the evacuation.

d. Emergency Spills - Spills of fuels, oils, acids, etc., should be contained and kept away from the drains if possible without danger to the personnel in the area. Such spills will be reported immediately to the Cerro representative. The area must be secured to prevent other personnel from wandering into the spill area until the contractor's personnel can respond and remedy the situation.

e. Accident Reporting - Accident reports will be filled out and filed as required by Federal, State and/or Local regulations. The Cerro representative will be notified immediately, by the contractor, of any OSHA recordable injury/illness. A copy of the report must be supplied to the Cerro representative. Any injury or medical condition treated by the Cerro Dispensary/Safety Department will require filing a Cerro Injury/Accident Report, information required for this report must be furnished by the contractor and his personnel in an expeditious manner.

6. Personal Protection

a. Where not otherwise stated and where applicable, contractors will be in compliance and follow OSHA Regulations 29CFR Part 1926 Subpart E (Construction Contractors) and 29CFR Part 1910 Subpart I (Industrial Maintenance Contractors).

b. Where a contractor's employee(s) fail(s) to comply with any of the following personal protective equipment rules, the contractor will be requested to enforce the rule as to the employee(s) or to immediately remove the employee(s) from Cerro property..

c. Eye/Face - A minimum of industrial safety glasses (ANSI Std. Z87.1) will be worn while engaged in any work on Cerro property. Face shields or goggles will be worn when the danger of injury to the eyes is greatly increased (i.e., grinding, chipping, etc.). This applies to transient employees such as truck drivers, delivery persons, etc., if they exit the vehicle as well as on-site personnel.

d. Head - Hard hats meeting OSHA standards will be worn while engaged in any work on Cerro property. This applies to transient employees such as truck drivers, delivery persons etc. as well as on-site personnel.

e. Foot - Open-toed or canvas shoes are not allowed. Substantial leather-type work shoes/boots are the minimum level of footwear required. Steel-toed work shoes/boots may be required in certain work situations.

f. Special Clothing - Where potential exposure to substances requiring the use of special clothing could possibly occur, such clothing will be provided to the contractor's employees by the contractor.

g. Hearing - Approved hearing protection will be worn in posted areas when production equipment is operating or when operating equipment with noise levels above OSHA Standards, such as jack hammers, tampers, tractors, etc..

h. Hand - Appropriate work gloves will be worn while doing work that requires hand protection.

7. Job Requirements & Procedures

a. Barricades, Openings & Excavations - The contractor will provide all necessary barricade material as required. Barricades are required around work areas, excavations, holes or openings in floors, roofs, around the perimeter of elevated platforms, and whenever necessary to warn of tripping or falling hazards. Sloping or shoring will be maintained in accordance with the appropriate standard. **Contractors**

will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts G, M & P (Construction Contractors) and 29CFR Part 1910 Subpart D Sections 1910.22 & 1910.23 (Industrial Maintenance Contractors).

b. Lockout/Tagout (Electrical, Hydraulic, Pneumatic, Mechanical, Fluids & Gases) - It is the responsibility of the contractor to instruct their employees and to have a written Lockout/Tagout procedure. When it is necessary for the contractor to lockout or tagout a piece of machinery or equipment, the contractor will first contact the Cerro representative. Identify the piece of equipment or machinery and the reason for the shutdown. The Cerro representative will also place his lock and/or tag after the contractors' lock and/or tag. Prior to performing work activity and after performing the appropriate lockout, all equipment or processes must be tested to ensure the equipment or process is in fact de-energized. **The Contractors will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts K, Section 1926.417 (Construction Contractors) and 29CFR Part 1910 Subpart D Section 147 (Industrial Maintenance Contractors).**

c. Electrical Hazards - The contractor will be responsible for following the accepted practices when working and using electrical equipment. **The Contractors will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts K (Construction Contractors) and 29CFR Part 1910 Subpart S (Industrial Maintenance Contractors).**

d. Confined Space Entry - All contractors scheduled to perform work in a confined space will be required to have developed and implemented a confined space entry program meeting the requirements of 29 CFR 1910.146 and will have trained their personnel in that program. The Cerro representative responsible for the project will advise potential contractors of the requirement to comply with 29 CFR 1910.146 during the bid process, or before awarding the contract, if entry into a confined space will be part of the project. Contractors entering a confined space will be required to provide their own sampling, retrieval, and other safety equipment. Cerro will not provide sampling, retrieval, or other safety equipment to the contractor. The contractor will coordinate entry with the Cerro Safety Department when both Cerro and contractor employees will be working in or near the confined space. Cerro will advise the contractor of known hazards of a confined space.

e. Fire Protection & Prevention - Contractors will be responsible for furnishing, maintaining and inspecting their own fire extinguishers on the site. Any impairment of a sprinkler system must be cleared, in advance, through the Cerro representative. Sprinkler lines will not be used as rigging points, etc. **Contractors will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts F (Construction Contractors) and 29CFR Part 1910 Subpart L (Industrial Maintenance Contractors).**

f. Welding and Cutting - Contractors will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts J (Construction Contractors) and 29CFR Part 1910 Subpart Q (Industrial Maintenance Contractors).

8. Hazard Communications

a. Asbestos - Cerro determines whether asbestos is present in any of the building construction where contractor employees will be working. If asbestos is present in quantities that require special precautions, the Cerro representative will consult with you to ensure that you or another subcontractor takes all required measures to protect the contractors and Cerro's employees from asbestos exposure. **Contractors who are specifically retained to work in asbestos situations shall institute all protective measures required in 29CFR Part 1926, Section 1926.101 (Construction Contractors) and 29CFR Part 1910 Subpart Z Section 1910.1001 (Industrial Maintenance Contractors).**

b. Material Safety Data Sheets - Before the start of the job, the Cerro representative will inform the supervisory employee of the contractor of the following pertaining to Cerro's hazard communication

practices: (i) location of all applicable Material Safety Data Sheets; (ii) the method that Cerro uses to label containers of hazardous chemicals to which the contractor's employees might be exposed; and (iii) hazards to which the contractor's employees may be exposed that are created by chemicals handled by Cerro. The contractor will maintain a file of Material Safety Data Sheets for all substances that the contractor will use on site and inform the Cerro representative of its location. **The Contractors will comply with 29CFR Part 1926 Subparts D, Section 1926.59 (Construction Contractors) and 29CFR Part 1910 Subpart Z Section 1910.1200 (Industrial Maintenance Contractors).**

c. Compressed Gas & Hazardous Materials - Compressed gas and other hazardous materials must be handled in a safe manner. **The Contractors will be in compliance and follow OSHA requirements found in 29 CFR Part 1926 Subparts D & Z (Construction Contractors) and 29CFR Part 1910 Subparts H & M (Industrial Maintenance Contractors).**

9. Tools and Equipment

a. Hand and Power Tools - Cerro tools and equipment will not be used by the contractor's employees, unless, previously authorized by the Cerro representative. **Contractors will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts I & K Sections 1926.404 , 405 & 416 (Construction Contractors) and 29CFR Part 1910 Subpart P (Industrial Maintenance Contractors).**

b. Ladders, Scaffolding, Platforms & Manlifts - All ladders will comply with ANSI standard Type 1 Industrial ladder. Metal ladders will not be allowed on the site. Use of Cerro ladders is prohibited. **Contractors will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts L & X (Construction Contractors) and 29CFR Part 1910 Subpart D Sections 1910.24-1910.32 & Subpart F (Industrial Maintenance Contractors).**

c. Rigging (Derricks, Hoists, Elevators & Conveyors) Equipment - Cerro rigging equipment will not be used by the contractor's employees, unless, previously authorized by the Cerro representative. **Contractors will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts H & N (Construction Contractors) and 29CFR Part 1910 Subpart N (Industrial Maintenance Contractors).**

d. Material Handling & Storage - Contractor equipment and materials will be confined to the designated work area. Materials will be stored neatly and protected from weather as necessary. Aisle ways and access to electrical distribution panels, etc., will be kept clear always. Material handling equipment will be inspected before use and will be operated by authorized personnel only. Storage of material and equipment must be such that it is safe from unexpected movement, i.e., falling, slipping, rolling, tipping, blowing over, or any other uncontrolled movement. Material must be stored so it will not present a tripping, poking or other hazard to personnel in the area. Material stored on unprotected elevated surfaces must be placed well back from the edges and will be secured to prevent uncontrolled movement, such as blowing off the elevated surface. **Where not otherwise stated, Contractors will be in compliance follow OSHA requirements found in 29CFR Part 1926 Subparts H & N (Construction Contractors) and 29CFR Part 1910 Subpart N (Industrial Maintenance Contractors).**

e. Mobile Powered Equipment - The operator of a vehicle will be responsible for the safe operation of his or her vehicle. All speed limit and traffic rules will be obeyed. Pedestrians always have the right of way. **Contractors' personnel will not ride on a vehicle or any part of a vehicle not intended to carry passengers.** A crane must not be operated in close proximity to any overhead high voltage electrical transmission line. The contractor's personnel will be aware of the location of any electrical lines on the job site and will maintain a minimum of 10 feet clearance between the lines and the crane boom or load. **Where not otherwise stated, Contractors will be in compliance and follow OSHA requirements found in 29CFR Part 1926 Subparts O & K Section 1926.416 (Construction Contractors) and 29CFR Part 1910 Subpart N Section 1910.178 (Industrial Maintenance Contractors).**

CERRO COPPER PRODUCTS CO.

INDEPENDENT CONSTRUCTION & INDUSTRIAL MAINTENANCE CONTRACTOR

SAFETY & HEALTH CERTIFICATION

In consideration for being allowed to perform contracted work on Cerro Copper Products Co. property, I certify that:

1. I have received, read and understand, Cerro Copper Products Co. Independent Construction & Industrial Maintenance Contractor Health & Safety Guidelines ;
2. The employees have or will have the required safety and health training appropriate for and prior to work being performed on Cerro Copper Products Co property;
3. My company has a Substance Abuse Program which includes drug testing and will provide Cerro, upon demand, with proof of employee testing for those employees assigned work to be performed on Cerro Copper Products Co. property.

(Signature)

(Date)

(Name)

(Company Name)

(Title)

(Address)

(City/State/Zip)

This Certification must be signed by contractors & subcontractors wishing to perform work on Cerro Copper Products Co. property and do not already have one on file.

ACCESS AGREEMENT

This Agreement is made as of the 9th day of February, 2000 between the Terminal Railroad Association ("Terminal Railroad"), a land owner in St. Clair County, Illinois, and Solutia Inc. ("Solutia"), whose principal offices are located at 575 Maryville Centre Drive., St. Louis, Missouri 63141.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain stormwater and drainage improvements.

WHEREAS, the Terminal Railroad is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. The Terminal Railroad grants to Solutia a revocable license until September 1, 2000, or until such time as Solutia has completed the Work on the Property, whichever is sooner, to enter upon real property owned by the Terminal Railroad, located at the intersection of the Terminal Railroad and Dead Creek in Cahokia, Illinois ("the Property"), for the purpose of performing certain stormwater and drainage improvements ("the Work") along Dead Creek. The Work may also include the temporary storage of equipment and materials incident to the performance of such stormwater and drainage improvements.
2. Said access shall be limited to those officers, employees, and contractors of Solutia ("Solutia Personnel"), as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the Work being performed by Solutia Personnel.
3. Solutia shall coordinate performance of the Work with the Terminal Railroad so as to minimize the disruption to activities on the Property.
4. Solutia agrees that upon completion of the Work, all material and equipment shall be removed from the Property. Solutia will use all reasonable efforts to ensure that the Work permitted by this Agreement is performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel.
5. As to the Work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to or loss or destruction of property, sustained in connection with or to have arisen out of the actual performance of the Work hereunder. Solutia shall indemnify, defend and save harmless the land

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owner of the above-described Property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the Property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described Property and thereby results in damage to the Property that would not have otherwise occurred.

6. Solutia shall provide Terminal Railroad with a copy of a certificate of insurance demonstrating its contractor's comprehensive general liability (covering both bodily injury and property damage), workers' compensation, and employers' liability insurance coverage.

7. The Terminal Railroad shall advise Solutia of any utility lines, pipelines, or other hazardous or potentially hazardous conditions of which the Terminal Railroad has actual knowledge that might reasonably be expected to be damaged by the Work to be performed hereunder or that might significantly interfere with the performance of the Work provided herein.

8. If the Work results in the preparation of any report, analysis, or study required to be submitted to U.S. EPA or any government entity, Solutia shall provide Terminal Railroad with a copy of the portion of such final report, analysis, or study addressing Work on Terminal Railroad's Property. All copies shall be made at Terminal Railroad's expense.

9. Solutia shall notify Terminal Railroad at least twenty-four (24) hours in advance of the initial commencement of Work upon the Property of Terminal Railroad.

10. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when delivered personally or deposited in the United States Certified or Registered Mail, postage prepaid or when received by telecopy transmission, to the following:

If to Terminal Railroad: Terminal Railroad Association of St. Louis
Attn: C.R. (Rick) McQueen
700 N. Second Street - 2nd Floor
St. Louis, MO 63102
tel: (314) 539-4724
fax: (314) 539-4729

If to Licensee: Solutia Inc.
Attn: D. Michael Light
Manager -- Remedial Projects
575 Maryville Centre Drive
St. Louis, Missouri 63141
Tel: (314) 647-1617
Fax: (314) 674-8957

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or to each other address as either party may designate from time to time. All consents and approvals provided for herein must be in writing to be valid.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

TERMINAL RAILROAD ASSOCIATION

BY: W. D. SpencerNAME: W. D. SPENCERADDRESS: 700 N. SECOND ST. 5TH FL.
ST. LOUIS, MO. 63102

SOLUTION INC.

BY: Michael R. Johnson 2/9/00TITLE: President, Solution Management Co. Inc.

ADDENDUM TO ACCESS AGREEMENT
BETWEEN THE TERMINAL RAILROAD ASSOCIATION AND SOLUTIA INC.

Pursuant to a February 9, 2000 Access Agreement ("Agreement"), entered into between the Terminal Railroad Association ("Terminal Railroad") and Solutia Inc. ("Solutia"), Solutia is permitted to access Terminal Railroad property at the intersection of the railroad and Dead Creek until September 1, 2000, for purposes of performing stormwater and drainage improvements along Dead Creek.

This Addendum acknowledges that Solutia's right of access under this Access Agreement shall be extended through December 1, 2000, subject to the same terms and conditions as the original Access Agreement.

Acknowledged and agreed to this 29 day of August, 2000.

SOLUTIA INC.

By: [Signature] 389

Title: Vice President, Operations Excellence

THE TERMINAL RAILROAD ASSOCIATION

By: [Signature]

Title: PRESIDENT